

SETTLEMENT AGREEMENT AND RELEASE

In consideration of the sum of EIGHTY-SEVEN THOUSAND FIVE HUNDRED AND NO/HUNDREDTHS DOLLARS (\$87,500.00) and conditioned upon payment thereof, undersigned Plaintiffs HENRY LEONARD, GEORGIA MAE GARROTT, DAMARIA LEONARD, and KIYONNA LEONARD, (collectively "Plaintiffs"), for themselves, their agents, employees, heirs, executors, administrators and assigns, do hereby forever and fully release, acquit and discharge Defendants CITY OF VALLEJO, ROBERT NICHELINI, BOBBY KNIGHT AND BRIAN BATES (collectively "Defendants"), and their agents, representatives, employees, assigns and insurers, of and from any and all claims, allegations, demands, damages and causes of action of every kind and nature, known or unknown, real or imagined, existing or claimed to exist, asserted or unasserted, which can ever arise from or in connection with any relationship or incident involving the undersigned and the parties herein released, including but not limited to those certain accidents, casualties, occurrences, events and acts described in Complaint and First Amended Complaint filed in Case No. 2:05-CV-00387-MCE-DAD, filed in the United States District Court, Eastern District, Sacramento Division, in the State of California ("Eastern District Court Case").

In addition to the foregoing, the undersigned agree specifically to the following:

1. On February 25, 2005, Plaintiffs initiated the Eastern District Court Case by filing a complaint. On May 23, 2008, the City of Vallejo filed its Chapter 9 bankruptcy petition in the United States Bankruptcy Court in the Eastern District of California, Sacramento Division, Case No. 2008-26813 ("Bankruptcy Case"). Plaintiffs submitted claims in the Bankruptcy Case arising out of the incident described in Plaintiff's aforementioned complaint. Plaintiffs' claims are subject to the treatment provided for class 7 claims in the City of Vallejo's Second Amended Plan for the Adjustment of Debts of City of Vallejo, California, As Modified August 2, 2011 ("Plan"). The amount of the settlement described herein represents the net compromised settlement and is inclusive of the bankruptcy discount applied to class 7 claims. It is not subject to further adjustment pursuant to the aforementioned Plan. In other words, the sums described in paragraph 8 are paid in 100-cent dollars, rather than in the discounted amounts provided in the Plan. In exchange for receiving payment of the compromised settlement Plaintiffs agree that their claims submitted in the Bankruptcy Case are deemed withdrawn.
2. This Settlement Agreement and Release shall apply to all unknown and unanticipated injuries and/or damages, as well as those now disclosed.
3. Liability for all aforementioned claims, allegations, demands, damages and causes of action is denied by the parties herein released and this Settlement Agreement and Release shall never be treated as an admission of liability or responsibility at any time for any purpose.
4. It is fully understood by the undersigned that the injuries and/or damages sustained by the undersigned are of such character that the full extent and type are not presently known; it is further understood that the injuries and damages, whether known or unknown presently, might possibly become progressively worse, thereby resulting in further injuries or damages to the undersigned. Nevertheless, it is the desire of the undersigned to forever and fully

release and discharge the parties herein, upon the explicit understanding that no further claims, allegations, demands, damages or causes of action may ever be asserted by the undersigned against the herein released by reason of such injuries and/or damages.

5. The provisions of Section 1542 of the Civil Code of the State of California are hereby expressly waived, upon the understanding that said Section provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

6. All liens, claims, demands or causes of action (including, but not limited to, those of any complainant-in-intervention, provider of workers compensation benefits, provider of medical services, employer and/or insurer), against the settlement proceeds hereunder are hereby compromised and released, except that nothing herein shall affect an agreement between the undersigned and any such claimant or the rights of the undersigned with respect to any future benefits from any such claimant. However, to the extent that such liens, claims, demands, or causes of action have been or are hereafter asserted, the undersigned shall pay them or make some other disposition which will not prejudice the rights of the party being released hereunder; furthermore, the undersigned shall indemnify and hold harmless the party herein released from any such liens, claims, demands or causes of action and shall defend the party herein released from any such liens, claims, demands or causes of action, whether groundless or not.

7. Plaintiffs specifically agree that any and all known and unknown liens will be satisfied from the proceeds of this settlement. Furthermore, Plaintiffs specifically agree to assume liability for the payment of any liens or claims of any kind by, but not limited to any medical provider, governmental entities, Medicare, insurance liens and any liens of attorneys. Plaintiffs, and each of them, agree to indemnify and hold the CITY OF VALLEJO, ROBERT NICHELINI, BOBBY KNIGHT AND BRIAN BATES, their attorneys and third party adjuster, George Hills Company Inc., harmless from any and all such claims or liens. Plaintiffs agree to satisfy any future medical expenses from the settlement proceeds paid pursuant to the settlement of this matter. As of the date of this signing, Plaintiffs have provided the released parties all information known to them about any existing Medicare liens. Plaintiffs agree to defend, indemnify and hold harmless each of the persons, firms and corporations released hereunder with respect to all Medicare liens related to the subject incident for which the federal government may seek repayment.

8. The parties herein released are authorized and directed to pay the aforesaid sum by check or draft to the undersigned and to the attorneys of the undersigned, and to deliver said check or draft to said attorneys for distribution of the settlement as agreed by plaintiffs including \$37,562.00 to GEORGIA MAE GARROTT, \$12,500.00 to HENRY LEONARD, \$2,781.50 to DAMARIA LEONARD, \$2,781.50 to KIYONNA LEONARD, and \$31,875.00 to Plaintiffs' attorneys of record for attorney's fees and costs.

9. The attorneys of the undersigned are hereby directed to stipulate to an order for the dismissal of the Eastern District Court Case.

10. All grievances, claims, demands, allegations and causes of action of every kind and nature, known or unknown, real or imagined, existing or claimed to exist, asserted or unasserted (including, but not limited to those for "bad faith" and those based upon California Insurance Code § 790.03 or any other statute) against any insurer of the party herein released are hereby waived, released and discharged.

This Settlement Agreement and Release contains the entire agreement between the parties hereto. The terms of this Agreement and Release are contractual and not a mere recital.

The undersigned have carefully read and understood the Release contents and signs the same freely and voluntarily.

DATED: _____

GEORGIA MAE GARROTT
Plaintiff

DATED: _____

HENRY LEONARD
Plaintiff

DATED: _____

DAMARIA LEONARD
Plaintiff

DATED: _____

KIYONNA LEONARD
Plaintiff

APPROVED AS TO FORM AND CONTENT:

LAW OFFICES OF JOHN BURRIS

DATED: _____

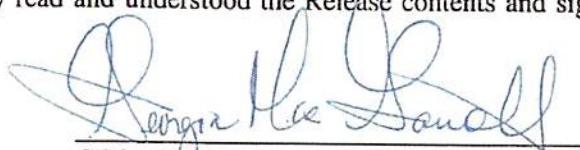
JOHN A. BURRIS
BENJAMIN NISSENBAUM
Attorneys for Plaintiff

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This Settlement Agreement and Release contains the entire agreement between the parties hereto. The terms of this Agreement and Release are contractual and not a mere recital.

The undersigned have carefully read and understood the Release contents and signs the same freely and voluntarily.

DATED: 3/10/16



GEORGIA MAE GARROTT

Plaintiff

DATED: 3-10-16



HENRY LEONARD

Plaintiff

DATED: 3/10/16



DAMARIA LEONARD

Plaintiff

DATED: 3-10-16



KIYONNA LEONARD

Plaintiff

APPROVED AS TO FORM AND CONTENT:

DATED: 3/11/16

LAW OFFICES OF JOHN BURRIS

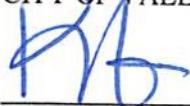


JOHN A. BURRIS
BENJAMIN NISSENBAUM
Attorneys for Plaintiff

APPROVED AS TO FORM AND
CONTENT:

DATED: 3/15/16

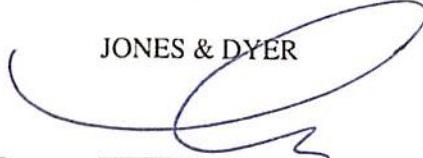
CITY OF VALLEJO


KELLY TRUJILLO

Deputy City Attorney

Attorney for Defendants,
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BOBBY KNIGHT AND BRIAN BATES

JONES & DYER


MARK A. JONES

KRISTEN K. PRESTON

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CITY OF VALLEJO, ROBERT NICHELINI,
BOBBY KNIGHT AND BRIAN BATES